

No. 5014

**UNITED NATIONS CHILDREN'S FUND
and
CUBA**

**Basic Agreement concerning the activities of UNICEF in
Cuba. Signed at Havana, on 11 February 1960**

Official text: Spanish.

Registered ex officio on 11 February 1960.

**FONDS DES NATIONS UNIES POUR L'ENFANCE
et
CUBA**

**Accord de base concernant les activités du FISE à Cuba.
Signé à La Havane, le 11 février 1960**

Texte officiel espagnol.

Enregistré d'office le 11 février 1960.

[TRANSLATION — TRADUCTION]

No. 5014. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF CUBA CONCERNING THE ACTIVITIES OF UNICEF IN CUBA. SIGNED AT HAVANA, ON 11 FEBRUARY 1960

WHEREAS the General Assembly of the United Nations, by resolution 57 (I), adopted on 11 December 1946,² created a United Nations Children's Fund (hereinafter referred to as "the Fund") as a subsidiary organ of the United Nations, and amended its terms of reference by resolutions 417 (V), adopted on 1 December 1950,³ and resolution 802 (VIII), adopted in October 1953,⁴ and

WHEREAS the Government of Cuba (hereinafter referred to as "the Government"), desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers (hereinafter referred to as "the persons to be aided") within its territories,

NOW, THEREFORE, the Government and the Fund have agreed as follows :

Article I

PLANS OF OPERATIONS

A. On each occasion that the Government wishes to obtain assistance from the Fund, it shall prepare a plan of operations describing the proposed project, the respective commitments to be undertaken by the Government and the Fund, and the means proposed to ensure the proper use and distribution of supplies or other assistance which the Fund may provide.

B. The Fund, after examining the need for such assistance and taking into account its available resources, will decide on its own participation in the proposed plan, and the Government and the Fund will agree on a mutually acceptable plan of operations (hereinafter referred to as "the approved plan"). Approved plans may be amended, should circumstances so require, in any manner agreed to between the Government and the Fund. This Agreement shall then apply to such plan as amended.

¹ Came into force on 11 February 1960, the date of signature, in accordance with article X (A).

² United Nations, *Resolutions adopted by the General Assembly during the Second Part of the First Session (A/64/Add.1)*, p. 90.

³ United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20 (A/1775)*, p. 40.

⁴ United Nations, *Official Records of the General Assembly, Eighth Session, Supplement No. 17 (A/2630)*, p. 53.

Article II

FURNISHING OF SUPPLIES AND SERVICES

A. The Government and the Fund, in accordance with their respective commitments under any approved plan, shall provide supplies and services for the persons to be aided in Cuba.

B. The Fund shall provide the supplies and services under this Agreement free of charge.

C. The Government undertakes that the supplies and services provided by the Fund shall be distributed to, or made available for the benefit of, the persons to be aided, in accordance with the plan approved by the Fund and the Government.

Article III

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund shall retain full ownership of its supplies until consumed or used by the persons to be aided, or, in the case of capital goods, until the transfer of title or during the period of loan, as may be provided for in the approved plan.

B. The Fund shall entrust its supplies to the Government for handling or distribution on behalf of the Government and the Fund for the benefit of the persons to be aided. In discharging this responsibility, the Government may avail itself of the services of agencies within the country which have been chosen by mutual agreement between the Government and the Fund.

C. The Government undertakes to see that these supplies are used, dispensed or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges or other resources which the Government or other authorities within the country have established for similar activities. No ration plan in force at the time of the approval of a plan of operations shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.

E. The Fund, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Fund to indicate that such supplies are provided under the auspices of the Fund and are intended for the persons to be aided.

F. The Government, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Government to indicate that such supplies are provided under the auspices of the Government and are intended for the persons to be aided.

G. The persons to be aided shall not be required to pay directly or indirectly for the cost of any supplies or services provided by the Fund.

H. The Government shall make all arrangements for, and shall sustain all administrative costs incurred, in the currency of Cuba, with respect to the reception, unloading, warehousing, insurance, transportation, and distribution of the supplies furnished by the Fund.

Article IV

EXPORTS

The Government agrees that it will not expect the Fund to furnish supplies for the aid and assistance of children and adolescents and expectant and nursing mothers under this Agreement if the Government exports any supplies of the same or similar character, except in such special circumstances as may arise and are approved by the Programme Committee of the Executive Board of the Fund.

Article V

RECORDS AND REPORTS

A. The Government shall maintain adequate accounting and statistical records of the Fund's operations necessary to discharge the Fund's responsibilities.

B. The Government shall furnish the Fund with such records, reports, and information relating to the operation of approved plans as the Fund may find necessary to the discharge of the responsibilities entrusted to it by the General Assembly.

Article VI

RELATIONSHIP BETWEEN THE GOVERNMENT AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognized and understood by the Government and the Fund, that, in order to carry out the terms of this Agreement, it will be necessary to establish a close and cordial relationship of co-operation between officials of the Government and officers of the Fund. The Fund shall provide duly authorized officers to visit Cuba periodically, to co-operate with the Government with respect to the shipment, receipt and use or distribution of the supplies furnished by the Fund, to consider the needs of the persons to be aided by the Fund, and, in general, to supervise the proper execution of the agreements between the Fund and the Government.

B. The Government shall permit authorized officers of the Fund to have access to such records, books of account, or other appropriate documents as may relate to the distribution of supplies furnished by the Fund. The Government shall further permit authorized officers of the Fund entire freedom to observe

the handling, distribution, and use of such supplies and the maintenance of loaned capital goods at any time and at any place, to examine the processes and techniques of distribution and to make observations with respect thereto to the appropriate Government authorities.

Article VII

CLAIMS AGAINST THE FUND

A. The Government shall assume full responsibility in respect to any claim asserted against the Fund and its agents, arising in Cuba in connexion with any assistance which has been provided or may be provided by the Fund at the Government's request. The Government shall defend, at its own cost, the Fund and its agents with respect to any such claim. In the event that the Government makes any payment under the terms of this article, the Government shall be entitled to exercise all the rights, claims and interest which the Fund could have exercised against third parties.

B. This article shall not apply with respect to any claim against the Fund for injuries incurred by a staff member of the Fund.

Article VIII

PRIVILEGES AND IMMUNITIES

The Government recognizes that the Fund, as a subsidiary organ of the United Nations, and its personnel, are entitled to the privileges and immunities contained in the Convention on Privileges and Immunities of the United Nations¹ to which Cuba acceded on 9 September 1959.²

Article IX

PUBLIC INFORMATION

The Government and the Fund shall, by mutual agreement, make public information regarding the delivery and distribution of supplies furnished by the Fund.

Article X

PERIOD OF AGREEMENT

A. The present Agreement shall come into force on the date of signature. It shall remain in force until the termination of all plans approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Cuba.

¹ See footnote 1, p. 92 of this volume.

² United Nations, *Treaty Series*, Vol. 340, p. 323.

B. In the case of disagreement as to whether the terms of this Agreement (excepting article VIII) are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the Fund.

DONE in the Spanish language and signed at Havana on the eleventh day of February one thousand nine hundred and sixty.

For the Government
of Cuba :

(Signed) Raúl ROA
Minister of Foreign Affairs

For the United Nations
Children's Fund :

(Signed) Robert DAVÉE
Regional Director for the Americas